

Burlington Munic. Water Works

Teamsters #238 (Water Works)

7/1/2005 6/30/2008

BURLINGTON MUNIC. WATER WORKS/  
TEAMSTERS

05-08

AGREEMENT  
BETWEEN  
THE BURLINGTON MUNICIPAL WATERWORKS  
AND  
CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL UNION  
NO. 238, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

JULY 1, 2005

THROUGH

JUNE 30, 2008

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## PREAMBLE

THIS AGREEMENT is executed by the Burlington Municipal Waterworks, a municipally owned utility of the City of Burlington, Iowa, governed and operated by a Board of Trustees, hereafter called "Employer", and Chauffeurs, Teamsters & Helpers, Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

## ARTICLE 1

### RECOGNITION

SECTION 1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Burlington Municipal Waterworks in the following bargaining unit, to wit:

Plant employees, distribution employees, and office employees, excluding general manager, operations director, office manager, plant supervisor, confidential secretary, temporary employees and part-time employees as hereinafter defined, and those employees excluded by Section 4 of the Public Employees Relations Act.

ARTICLE 2  
INTENT AND PURPOSE

SECTION 2.1 The Employer, the Union, and the employees, recognize and declare the necessity of providing the most effective and highest quality services for the citizens and ratepayers of the Burlington Municipal Waterworks.

SECTION 2.2 The Employer, the Union and the employees, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective operation of the Burlington Municipal Waterworks.

ARTICLE 3  
EQUAL OPPORTUNITY

SECTION 3.1 The Employer and the Union agree to cooperate fully to assure that there will be no unlawful discrimination against any employee or person seeking employment because of race, creed, color, national origin, sex or age.

ARTICLE 4  
DEFINITIONS

SECTION 4.1 A part-time employee is a person who is hired for a period of normally less than thirty-six (36) hours per week, if the Employer and Union both agree to the part time position. A part-time employee is not included within this bargaining unit and is not entitled to the benefits of this Agreement.

SECTION 4.2 A temporary employee is one who is hired for a period of four (4) months or less, unless agreed to by the Employer and the Union to extend that time. A temporary employee is not included within this bargaining unit and is not entitled to the benefits of this Agreement.

SECTION 4.3 A probationary employee is one who has not completed 90 consecutive calendar days of continuous service with the Employer. During the probationary period, such employee may be discharged by the Employer without cause.

SECTION 4.4 A regular employee is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

SECTION 4.5 Except where the context clearly indicates otherwise, the word "Employee" when used in this Agreement shall be limited to mean "regular" employee.

SECTION 4.6 Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.



ARTICLE 5  
MANAGEMENT RIGHTS

SECTION 5.1 The Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty, and right to:

- a) direct the work of its public employees;
- b) hire, promote, demote, transfer, assign and retain employees in positions within the Burlington Municipal Waterworks;
- c) suspend or discharge employees for proper cause;
- d) maintain the efficiency of governmental operations;
- e) relieve employees from duties because of lack of work or for other legitimate reasons, including loss of required license or certifications for a period of 60 days or more;
- f) determine and implement methods, means, assignment and personnel by which the operations of the Employer are to be conducted;
- g) take such action as may be necessary to carry out the mission of the Employer, not inconsistent with the provisions of this agreement;
- h) initiate, prepare, certify and administer its budget;
- i) exercise all powers and duties granted to the Employer by law, including those listed above except where specifically limited by other provisions of this Agreement.

## ARTICLE 6

### WORK STOPPAGES

SECTION 6.1 The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

SECTION 6.2 The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, consistent with the Act.

SECTION 6.3 No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with operations of the Employer, consistent with the Act.

SECTION 6.4 In the event of a violation of Section 12 of the Act or a violation of Section 3 of this Article, the Union agrees that it will take immediate, affirmative steps with the employees involved, including but not limited to sending out public announcements, letters, bulletins, telegrams, and employee meetings, to bring about an immediate resumption of normal work.

## ARTICLE 7

### CHECK OFF

SECTION 7.1 The Employer agrees to deduct Union membership fee, dues and assessments once each month from the pay of those employees who individually authorize in writing that deductions be made. Authorizations delivered to the Employer ten (10) days prior to the day on which the first payment to the employees is made in a month, shall become effective for that pay period. The Union agrees to send monthly statements to the Employer at least (10) days prior to the pay period when the deductions will be made setting out an itemized amount that shall be deducted from each employee's check.

SECTION 7.2 Check-off monies will be deducted from the first paycheck of each month, and shall be remitted together with an itemized statement to the office of the Teamster's Local No. 238 by the 20<sup>th</sup> of the month in which the deductions have been made.

SECTION 7.3 The Employer will discontinue to deduct dues, fees, and assessments beginning the first of month after which the employee is no longer a part of the bargaining unit. An employee may voluntarily cancel or revoke authorization for check-off upon thirty (30) days written notice to the Employer and to the Union.

SECTION 7.4 The Employer will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article and the Union agrees to hold the Employer harmless therefrom.

## ARTICLE 8

### UNION STEWARDS – BUSINESS AGENTS

SECTION 8.1 The Employer recognizes the rights of the Union to designate a reasonable number of Stewards to handle the usual type of Union business such as grievances, posting of notices, giving of information. The Union Steward shall be allowed to conduct union business during working hours with permission obtained from the Employer.

SECTION 8.2 The Business Agent of the Union shall have the privilege of visiting the various work stations of the Employer in order to enforce this agreement and take care of any grievances that might arise. It is understood that that there shall be no interruption of or interference with the operations of the Employer, and the visiting agent shall adhere to all of the Employer's safety and security procedures.

## ARTICLE 9

### SENIORITY

SECTION 9.1 Seniority shall mean the priority obtained as a result of an employee's length of continuous service with the Employer and shall commence on the date of employment and become applicable immediately following completion of the probationary period.

SECTION 9.2 An employee shall lose seniority rights upon:

- a) Resignation
- b) Discharge
- c) Lay-off for a period longer than one (1) year
- d) Failing to report for work within ten (10) days after written notice of recall by United States certified mail with return receipt requested to his last known address.
- e) Retirement

SECTION 9.3 There shall be a seniority list covering all employees in the bargaining unit showing the name, classification and date of hire of the employee. The Seniority list shall be revised as need be and shall be posted in the office, garage and plant.

SECTION 9.4 In the event the Employer determines that an employee must be laid off, seniority shall be the controlling factor in said layoff, if qualification, including state certification, are equal between or among affected employees. An employee who is to be laid off will be given (5) working days notice or will be paid for five (5) days if the

notice is not given. No employee shall be laid off so long as part-time or temporary employees are doing bargaining unit work. An employee who is laid off shall advise the Employer of his current address and of any changes therein during layoff. Any employee subject to layoff shall have the right to bump an employee with less seniority provided that the employee bumping is qualified, including any state certification.

SECTION 9.5 If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff. Such employees shall be given ten (10) days notice of recall by United States Certified mail with return receipt requested to his last known address. The employee shall report to the Employer whether the employee intends to return to work with three (3) days after receipt of the letter, and shall have an additional seven (7) days to report to work unless the time is extended by the Employer.

SECTION 9.6 In the event jobs are created or vacancies occur in any classification within the bargaining unit, seniority shall be the controlling factor in filling such new jobs or vacancy if the qualifications, including state certification are equal between or among affected employees. Any employee selected to fill a new job or vacancy will be on probationary status for up to ninety (90) consecutive calendar days during which time the Employer will determine if the employee is qualified. If the Employer determines that the employee is not qualified, the employee will return to his former classification without loss of seniority, and any employee hired temporarily to fill that employee's position will revert to his old classification. Job vacancies within the bargaining unit shall be posted by the Employer at the office and plant for a minimum of four (4) working days.

SECTION 9.7 The opportunity for overtime hours in each classification shall be divided as nearly equally as possible between the employees. Employees shall be required to work such overtime as the Employer requires.

SECTION 9.8 An employee promoted from the bargaining unit shall retain but not continue to accrue seniority.

ARTICLE 10  
HOURS OF WORK

SECTION 10.1 The work week for employees shall consist of five (5) eight (8) hour work days based on a work week from Friday midnight through Friday midnight. This provision shall not be construed as a guarantee by the Employer of any amount of work in a work week or as a limitation of hours of work in any work week.

SECTION 10.2 Continuous shift employees refers to employees in classification where it is required that there be employees on duty seven (7) days per week, twenty-four (24) hours per day. Continuous shift employees shall work the following, to-wit:

- a) 8:00 A.M. - 4:00 P.M.
- b) 4:00 P.M. - 12:00 Midnight
- c) 12:00 Midnight - 8:00 A.M.

Employees working the above shifts shall be allowed a twenty (20) minute meal break while on duty.

SECTION 10.3 Office employees shall work from 8:00 A.M. until 5:00 P.M. with one (1) hour unpaid lunch period taken on a staggered schedule.

SECTION 10.4 Lab technicians shall work from 8:00 A.M. until 4:30 P.M. with a one-half (1/2) hour unpaid lunch period. Lunch hour shall be from 12:00 to 12:30 P.M.

SECTION 10.5 Distribution employees and plant maintenance employees shall work from 8:00 A.M. until 4:30 P.M. with a one-half (1/2) hour unpaid lunch period to be taken between 12:00 to 12:30 P.M.



SECTION 10.6 The Employer retains the right to change work schedules and shifts as may become necessary to facilitate Employer's operations. The Employer shall notify the Union five (5) days in advance of the contemplated change, except in emergency situations and the Union shall have the right to confer with the Employer regarding said change and the impact thereof on the employees.

SECTION 10.7 An unexcused absence for two (2) consecutive work days shall be deemed a voluntary quit. Leaving the job during scheduled work hours without permission of the Employer shall be deemed a voluntary quit.

SECTION 10.8 An unexcused tardiness shall result in a written warning for the first offense, a disciplinary suspension of five (5) days without pay for the second offense if committed within six (6) months of the last offense and a discharge for the third offense if committed within six (6) months of the last two offenses.

SECTION 10.9 To the greatest extent possible, each employee will be granted two (2) ten minute rest periods during each work day at times scheduled by the Employer.

SECTION 10.10 No employee will conduct any personal business while on duty or make or receive personal calls except for break period, lunch period or in case of emergency.

SECTION 10.11 There shall be no split shifts.

SECTION 10.12 Plant employees shall be granted the right to trade and make up shifts with approval of the Employer.

## ARTICLE 11

### OVERTIME, CALL-IN, STANDBY, REPORTING TIME

SECTION 11.1 All hours worked over eight (8) hours per day or over forty (40) hours per week shall be considered overtime.

SECTION 11.2 Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

SECTION 11.3 When it is necessary to call an employee for work during any hours other than his normal working schedule, unless such time is immediately prior to or succeeding his regular shift, the employee shall receive a minimum of two and one-half (2 1/2) hours overtime pay.

SECTION 11.4 Any employee reporting to work on his scheduled work day who was not instructed previously by the Employer not to report for work shall be guaranteed a minimum of three (3) hours work at the employee's regular rate of pay. The three (3) hours must be worked if work is available.

SECTION 11.5 One (1) eligible employee from the distribution crew shall be available for standby at all times other than normal working hours, as requested by the Employer. The standby schedule shall be posted at least four (4) weeks in advance and standby will be scheduled for seven (7) consecutive calendar days at a time. An employee on standby will be available by telephone or similar effective means of communication. Any employee on standby may arrange to trade standby with an eligible employee with the Employer's approval. The employee on standby shall take home a vehicle designated by the Employer for use on call outs. Employees on standby will receive one (1) hour of

regular pay for each day on standby except Sundays and holidays when he will receive two (2) hours of regular pay.

SECTION 11.6 In the event an employee is assigned to work in another classification, higher or lower, on a temporary basis for a period of four (4) or more consecutive working hours, said employee shall be paid at his/her regular hourly rate or the regular hourly rate of the temporarily assigned classification, whichever is higher, for all consecutive hours worked, including the initial four (4) hours. As an example, when an employee serves in a temporary assignment with a higher hourly rate for five (5) consecutive work days, said employee would receive the higher hourly rate for all five (5) days including the initial four (4) qualifying hours. Then, two (2) weeks later the same employee is again assigned in that temporary capacity, said employee would be required to work four (4) or more consecutive working hours before receiving the higher pay.

## ARTICLE 12

### HOLIDAYS

SECTION 12.1 Subject to and in accordance with the provisions of this Article, regular employees shall be granted ten (10) paid holidays, to-wit: New Years Day, Presidents' Day, Veterans' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and the Employee's Birthday. The Employer shall designate the day on which the holiday is to be observed except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday. The Employee's Birthday shall be allowed to be taken on any day within the two (2) week pay period in which it falls, provided the employee has obtained prior approval from the Employer.

SECTION 12.2 If an employee is scheduled to work on a holiday, that employee will receive one and one-half (1-1/2) times the regular rate of pay, plus eight hours holiday pay.

SECTION 12.3 For an employee working a continuous shift, if a holiday falls on an employee's regularly scheduled day off, that employee will receive one (1) working day off at a time mutually agreed to between the employer and the General Manager, or shall be granted one (1) working day's pay at the employee's regular rate of pay. This option will be exercised by the Employer.

SECTION 12.4 In order to be eligible for receiving holiday pay or for obtaining a working day off, an employee must report for work on the last scheduled work day before

the holiday and on the first scheduled work day after the holiday or be on approved compensated leave. No employee who has been laid off or is under suspension will be eligible for holiday pay or for a working day off.

## ARTICLE 13

### VACATION

SECTION 13.1 Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous service pursuant to the following schedule, effective July 1980.

- a) An employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of his most recent date of hire shall be given one (1) week vacation with pay at his regular hourly rate.
- b) An employee in the continuous active service of the Employer for two (2) years or more as of the anniversary of his most recent date of hire shall be given two (2) weeks vacation with pay at his regular hourly rate.
- c) An employee in the continuous active service of the Employer for seven (7) years or more as of the anniversary of his most recent date of hire shall be given (3) three weeks vacation with pay at his regular hourly rate.
- d) An employee in the continuous active service of the Employer for fifteen (15) years or more as of his most recent date of hire shall be given four (4) weeks vacation with pay at his regular hourly rate.
- e) An employee in the continuous active service of the Employer for twenty (20) years or more as of the anniversary of his most recent date of hire shall be given (5) weeks vacation with pay at his regular hourly rate.

SECTION 13.2 The purpose of a vacation is to enable the employee to enjoy periodic rest from his regular job so that he may return to his work refreshed.

Accordingly:

- a) All vacations earned must be taken by the employee prior to the employee's next anniversary date.
- b) No employee shall be entitled to vacation pay in lieu of vacation.
- c) An employee whose services are terminated except by discharge, shall receive any vacation earned and not previously taken, provided that if the employee quits voluntarily he must give the Employer one week notice. Such vacations shall be taken before the employee is dropped from the payroll provided that no vacation may be earned on a pro-rata basis until after the employee has worked his first full year.

SECTION 13.3 An employee's selection of vacation time shall be controlled by seniority for the first thirty (30) calendar days of each calendar year. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that no more than one (1) employee of the distribution department, two (2) employees of the plant department and (1) employee of the office may take a vacation at the same time. There may be times when more than one (1) employee from the distribution department may take vacation at the same time if it does not severely impact the Employer's operation. Examples of when this would not be allowed are during large distribution projects, meter reading and during times when work is backlogged.

SECTION 13.4 In the event that a holiday falls within an employee vacation period, such day will not be counted as a day of vacation.

## ARTICLE 14

### SICK LEAVE

SECTION 14.1 Sick leave shall be used for personal illnesses and injury, including on the job injury or disability. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer.

SECTION 14.2 As of the effective date of this Agreement, each employee will carry forward the unused portion of sick leave credited under the previous agreement.

Therefore, each employee shall be granted one (1) working day of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of one hundred eighty (180) working days.

SECTION 14.3 The Employer reserves the right to require a physician's signature for any absence due to sickness, provided that the Employer will exercise said right at the time the employee notifies the Employer of the illness.

SECTION 14.4 To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's work day. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond control of the employee.

SECTION 14.5 No employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.



SECTION 14.6 An employee gone from work due to illness or injury on his scheduled working days shall be compensated eight (8) hours per day at his or her regular straight time rate of pay as sick leave for each work day lost less any time actually worked.

SECTION 14.7 Any employee unable to perform the duties of his/her job due to an on the job injury occurring while performing his/her job duties, shall be compensated through the Workman's Compensation Policy currently in effect at the time of the incident. This shall not apply to employees injured while gainfully employed by a different employer.

Sick leave may be used, to the extent of sick leave accrued, in conjunction with workman's compensation benefits received by the employee to the extent that the employee will receive their normal weekly pay, based on a forty (40) hour work week, or their normal daily pay, based on an eight (8) hour work day. The employee shall receive sick leave credit for workman's compensation benefits turned in to the Employer. Sick leave credited to the employee shall be in no less than thirty (30) minute increments.

SECTION 14.8 An employee shall be granted up to three (3) days per fiscal year charged against accrued sick leave to care for a family member who becomes ill or injured, provided such family member resides in the employee's home and is dependent of the employee.

ARTICLE 15  
FUNERAL LEAVE

SECTION 15.1 An employee will be granted three (3) working days bereavement leave with no loss of compensation to arrange and attend the funeral of the employee's spouse, children or stepchildren, parents or step-parents, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren or permanent member of the immediate household.

SECTION 15.2 The above leave with pay is intended to cover travel but in special cases involving unusual travel the General Manager may grant additional leave without pay not to exceed a maximum of three (3) days.

SECTION 15.3 The General Manager may allow an employee funeral leave not to exceed one day with no loss of compensation to attend the funeral of members the family not included above. He may also allow an employee the necessary time off to attend the funeral of a fellow employee or of a close family friend.

SECTION 15.4 Funeral leave pay is intended to provide for time off without loss of income but not to increase income. Non-working days shall not be compensable.

ARTICLE 16  
LEAVE OF ABSENCE.

SECTION 16.1 A leave of absence without pay is predetermined amount of time off from work, for whatever purpose, including serving in any capacity on official Union business, which has been recommended by the General Manager and approved by the Board of Trustees in writing.

SECTION 16.2 Upon termination of an approved leave of absence without pay, the employee shall return to work in the same capacity and same wage step as when the leave began.

SECTION 16.3 An employee who fails to return to work at the end of an approved leave of absence without pay, shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

SECTION 16.4 During a leave of absence without pay, the employee:

- a) Must pay the full cost of their Hospital, Medical and Dental Insurance coverage falling due during any month the employee is not on the payroll.
- b) Must pay premiums for coverage under the group life insurance plan.
- c) Shall not accrue or receive any other benefits, privileges or pay granted by this agreement.
- d) Shall acquire additional seniority during said leave.

The General Manager may make exceptions to any of the above conditions (a through d) for leaves not exceeding ten (10) working days.

SECTION 16.5 The Employer agrees to pay all employees called to serve on any jury the difference in wages between jury pay and their regular earnings due to examination, selection or actual service on jury. This shall be constructed to mean pay for the regular working hours of the employees selected for such jury duty.

SECTION 16.6 If the employee is discharged from the jury before the work day ends, he must report immediately to the Employer for work.

SECTION 16.7 An employee who is a member of the National Guard, organized reserves or any component part of the military, naval or air forces or nurse corps of this state or nation, shall be when ordered by the proper authority to active state or federal service, entitled to a leave of absence from their employment for the period of such active state or federal service as required by state and federal law.

## ARTICLE 17

### DISCHARGE

SECTION 17.1 The Employer shall not discharge any employee without proper cause.

The following actions shall be considered proper cause for discharge without warning, to-wit:

- a) Purposely falsifying an employment application, for personal gain of the employee.
- b) Dishonesty
- c) Drunkenness
- d) Recklessness resulting in a serious on the job accident.
- e) Sleeping while on duty.

SECTION 17.2 For other causes the Employer may follow a disciplinary action course, such as:

- 1. Verbal Warning
- 2. Written Warning
- 3. Suspension
- 4. Discharge

Any additional serious violation within nine (9) months from the date of the notice may constitute grounds for discharge. The employee shall acknowledge in writing receipt of the warning notice and a copy shall be given to the Union.

SECTION 17.3 Written reprimands and notices of suspension shall become part of the Employer's personnel file and shall be read and acknowledged in writing by the employee. The employee and the Union will receive a copy of the reprimand or notice.

SECTION 17.4 Grievance relating to discharge, suspension and written reprimand and other class action type grievances may be commenced at step two by the employee, Union Steward or the Union Business Representative.

## ARTICLE 18

### GRIEVANCE PROCEDURE

#### SECTION 18.1 Definition-General Rules:

- a) The work "grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violations of any of the terms and provisions of this Agreement.
- b) Unless a grievance is appealed within the time limitation as hereinafter provided, the grievance shall have no further validity or effect and will be considered to be abandoned unless mutually agreed by Union and the Employer. The Union and the Employer may mutually agree to waive or extend the time limits of the grievance.

#### SECTION 18.2 Procedure - A grievance that may arise shall be processed and settled in the following manner:

- a) Step 1 - The grievance shall be discussed informally between the employee involved and the employee's immediate supervisor within (5) calendar days after knowledge of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his answer to the aggrieved employee with five (5) calendar days after such discussion. The failure of the supervisor to reply within (5) day period shall be deemed a denial of the grievance and may be appealed to the next step.
- b) Step 2 - If such grievance is not resolved by Step 1, the aggrieved employee, or Union Business Representative may appeal. The employee shall within

five (5) calendar days following completion of Step 1, present the grievance in writing to the General Manager or his designed representative. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. The General Manager or his designated representative shall investigate the grievance and issue a decision in writing thereon within a period of seven (7) days. The failure of the General Manager or his designated representative to issue a written decision within said seven (7) days shall be deemed a denial of the grievance and may be appealed to the next step. The Employer agrees to meet with the Union to discuss the grievance in question if so represented by the Union.

SECTION 18.3 If the grievance is not settled in Step 2 it may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the General Manager within seven (7) calendar days after the receipt of the Step 2 decision. Said written notice shall be signed by the Union and shall state the specific section of this agreement which is to be considered by the arbitrator and the specific relief requested. A representative of the Employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as arbitrator.



SECTION 18.4 An arbitrator selected pursuant to the above shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the aggrieved employee.

SECTION 18.5 The Employer and the Union will share equally any costs of the arbitration procedure, such as the fees and travel expenses of the arbitrator and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring them

## ARTICLE 19

### INSURANCE

SECTION 19.1 The Employer shall pay the full cost of single and family coverage for Health Care Insurance based on Plan 3 coverage, including 3-tier formulary prescription (RX) card, as provided by the City/County Health Care Plan.

SECTION 19.2 The Employer shall provide, at no cost to the employee, a policy of life insurance insuring the life of said employee in the amount of Ten Thousand Dollars (\$10,000).

SECTION 19.3 The Employer will pay the full cost of a Dental Plan for employees and their dependents as offered by the City/County Health Care Group.

ARTICLE 20  
HEALTH & SAFETY

SECTION 20.1 All uniforms, protective clothing, protective devices and safety equipment which are required by the Employer to be worn or used, with the exception of steel toed shoes, shall be provided by the Employer at no cost to the employee. The employees will give reasonable care to this apparel and equipment, and will keep it in clean and proper condition. All employees, except office personnel, are required to wear steel toed shoes. Thirty dollars (\$30.00) per year will be allowed to each employee required to wear steel toed shoes.

SECTION 20.2 Employer agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employee will extend their complete cooperation to the Employer in maintaining employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements.

SECTION 20.3 All probationary employees, upon initial employment, shall provided satisfactory medical evidence of physical fitness to perform assigned duties and of freedom from communicable disease.

SECTION 20.4 No driver covered by this Agreement shall be permitted to allow anyone other than the employees of the Employer who are on duty to ride in his truck unless authorized verbally or by written authorization by a representative of the Employer.

ARTICLE 21  
COMPENSATION

SECTION 21.1 The regular rates of pay for each classification of employees is set out in Appendix A, B and C, which is attached hereto and by this reference made a part hereof.

SECTION 21.2 All employees covered by this Agreement shall have regularly established pay days which shall be every other Friday.

SECTION 21.3 Any employee whose pay is in dispute or his representative shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times. Any such request shall be made to the Employer at least twenty (24) hours in advance

## ARTICLE 22

### LONGEVITY

SECTION 22.1 Longevity shall be paid to employees who have worked for the Employer for stated periods of time, as follows, to-wit:

<u>AFTER</u>	<u>MONTHLY</u>
5 Years	\$ 7.50
10 Years	12.50
15 Years	17.50
20 Years	22.50

SECTION 22.2 One half of the above sum will be added to the pay check of affected employees twice a month.

## ARTICLE 23

### GENERAL CONDITIONS

SECTION 23.1 This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference of any party includes its agents, officials and employees.

SECTION 23.2 In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its validity shall not in any way affect the remaining provisions of this Agreement.

SECTION 23.3 The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

SECTION 23.4 The Employer agrees not to enter into any Agreement or contract with its employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

SECTION 23.5 Employees shall be granted all rights and privileges provided by the Selective Service Act of 1940 as amended.

SECTION 23.6 Should the Employer require any employee to give a bond, a cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

SECTION 23.7 The Employer agrees to exert all reasonable efforts to obtain prompt payment of injury compensation claims owing to an employee by the Employers Workmen's Compensation Insurance carrier.

SECTION 23.8 The Employer shall post a copy of this Agreement in any appropriate place in the office, the garage and the plant.

SECTION 23.9 Every employee shall be required to live in Des Moines County, Iowa within ten (10) drivable miles on publicly maintained roadways from the city limits of Burlington as said city limits exist on July 1, 1996.

SECTION 23.10 No more than one member of the same immediate household and or family shall be employed by the Employer at any time. This section will not apply to employees who were members of the same immediate family and or household prior to July 1, 1982.

## ARTICLE 24

### SCHOOLING

SECTION 24.1 The Employer will provide the necessary time, transportation and tuition for employees to attend the basic training course to obtain a valid operators certificate. The Employer reserves the right to select the course that an employee may attend and limit the number of courses that any employee may attend. This section does not apply to an operator who has lost his certificate by failing to meet continuing education requirements.

SECTION 24.2 The Employer will provide tuition for continuing education courses approved by the Employer necessary for an operator to maintain his certificate. Some employees may be granted time off to attend training courses if scheduling permits, however, no employee is guaranteed time off and failure to receive time off does not alleviate the responsibility of each employee to maintain his certificate. Failure to participate in training courses provided by the Employer will necessitate the employee making his own arrangements for schooling.

For those continuous shift employees scheduled on either the 4 P.M. – 12 A.M. shift or the 12 A.M. – 8 A.M. shift that are scheduled to attend continuing education courses to earn a Grade I or II Water Treatment Plant Operator certification or to maintain their current Water Treatment Plant Operator certification, shall have the following apply when the scheduled courses are beyond a fifty (50) mile radius of Burlington:



An employee who is scheduled to work the 12 A.M. – 8 A.M. shift immediately prior to the start of said courses or is scheduled to work the 4 P.M. – 12 A.M. shift immediately following the end of said courses, will have a relief operator scheduled to work said shifts provided the relief operator will be compensated at his regular rate of pay and the Employer's work load allows. In this situation, the employee attending said courses will receive his normal compensation as if he had worked his shift.


ARTICLE 25

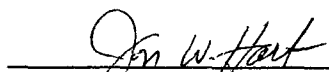
EFFECTIVE PERIOD

SECTION 25.1 This agreement shall be effective July 1, 2005 and shall continue through June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 15th day of December 2004.

BURLINGTON MUNICIPAL WATERWORKS  
WATERWORKS BOARD OF TRUSTEES

  
Chairman

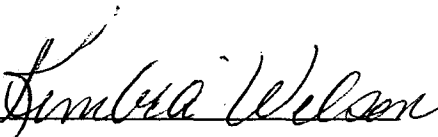
  
Trustee

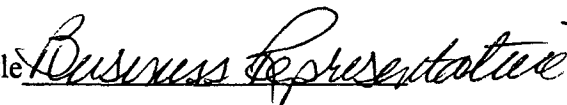
  
Trustee

CHAUFFEURS, TEAMSTERS,  
& HELPERS  
LOCAL UNION NO. 238  
AFFILIATED WITH THE  
BROTHERHOOD OF  
TEAMSTERS.

By 

Title 

By 

Title 

APPENDIX A  
WAGE SCHEDULE  
EFFECTIVE JULY 1, 2005

OFFICE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
#1 CASHIER	10.21	10.95	11.66	12.41	13.12	13.86	14.59
CASHIER	9.55	10.24	10.91	11.59	12.28	12.97	13.65
DISTRIBUTION							
HEAD MAINT.	15.15	16.24	17.33	18.41	19.48	20.57	21.64
MACH OPER.	12.94	13.85	14.78	15.70	16.63	17.54	18.47
HEAD METERMAN	12.94	13.85	14.78	15.70	16.63	17.54	18.47
MAINTENANCE	12.54	13.43	14.33	15.24	16.13	17.03	17.92
METER MAINT.	12.54	13.43	14.33	15.24	16.13	17.03	17.92
PLANT							
HEAD MAINT.	13.61	14.58	15.55	16.52	17.49	18.47	19.44
MAINTENANCE	12.94	13.85	14.78	15.70	16.63	17.54	18.47
OPERATOR	12.75	13.67	14.58	15.49	16.39	17.32	18.23
LAB TECHNICIAN	10.86	11.63	12.42	13.19	13.96	14.74	15.51

STEP 1 TO STEP 2	6 Months
STEP 2 TO STEP 3	6 Months
STEP 3 TO STEP 4	12 Months
STEP 4 TO STEP 5	12 Months
STEP 5 TO STEP 6	18 Months
STEP 6 TO STEP 7	18 Months

# APPENDIX C

## WAGE SCHEDULE

EFFECTIVE JULY 1, 2007

OFFICE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
#1 CASHIER	10.84	11.62	12.37	13.16	13.92	14.71	15.48
CASHIER	10.14	10.87	11.58	12.30	13.03	13.76	14.48
DISTRIBUTION							
HEAD MAINT.	16.07	17.23	18.39	19.53	20.66	21.83	22.96
MACH OPER.	13.73	14.70	15.68	16.66	17.64	18.61	19.59
HEAD METERMAN	13.73	14.70	15.68	16.66	17.64	18.61	19.59
MAINTENANCE	13.31	14.24	15.20	16.17	17.11	18.07	19.01
METER MAINT.	13.31	14.24	15.20	16.17	17.11	18.07	19.01
PLANT							
HEAD MAINT.	14.44	15.47	16.50	17.53	18.55	19.59	20.62
MAINTENANCE	13.73	14.70	15.68	16.66	17.64	18.61	19.59
OPERATOR	13.52	14.50	15.47	16.43	17.39	18.38	19.34
LAB TECHNICIAN	11.53	12.34	13.17	14.00	14.81	15.64	16.46

STEP 1 TO STEP 2	6 Months
STEP 2 TO STEP 3	6 Months
STEP 3 TO STEP 4	12 Months
STEP 4 TO STEP 5	12 Months
STEP 5 TO STEP 6	18 Months
STEP 6 TO STEP 7	18 Months